

EXHIBIT A

Legal Description:

Tract A:

Part of Lot 17 in Section 31, Township 12 North, Range 9, East of the 6th P.M., Cass County, Nebraska, described as follows: The West 50 feet in a parreleogram of fractional Lot 17 and a Strip of land 13 feet wide and the entire length and adjacent to the South side of the following described land, to wit:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 31, Township 12 North, Range 9, in said Cass County, thence running West 40 rods, thence North 20 rods, thence East 40 rods, then-e South 20 rods to the place of beginning, all in the Southwest quarter of the Southeast quarter of Section 31, Township 12 North, Range 9 in Said Cass County, Nebraska

Tract B:

The Northeast quarter of the Northwest Quarter, Section 6, Township 11 North, Range 9, East of the 6th P.M., Cass County, Nebraska.

Tract C:

Lot 4 of the Southeast quarter of the Northeast quarter of Section 6 Township 11, North Range 9 East of the P.M., Cass County, Nebraska except that part deeded to the State of Nebraska for road purposes.

Tract D:

Lot 15, in Section 31, Township 12 North, Range 9, East of the 6th P.M., Cass County, Nebraska, commencing at a point 40 rods West of the Southeast corner of the Southwest Quarter of the Southeast quarter of Section 31, Township 12, Range 9, Thence West 40 rods, thence North 20 rods, thence in a Southeast direction along Salt Creek 40 rods, more or less, thence South 11 rods, more or less to place of beginning; also 20 feet for road along the South line of above described tract.

Tract E:

Lot 16 in the Northwest quarter of the Northeast quarter of Section 6, Township 11 North, Range 9, East of the 6th P.M., Cass County, Nebraska, described as follows: All that part of the Northwest quarter of the Northeast quarter of Section 6, excepting that part of Lot 15 and that part of the Southeast corner of the Northwest quarter of the Northeast quarter of said Section 6 deeded to William Dowd for road purposes;

and

Tract E:

and

Lot 1 in the Northeast Quarter of the Northeast Quarter of Section 6, Township 11 North, Range 9, East of the 6th P.M., Cass County, Nebraska, except those parts deeded to the C.B. & Q Railroad and the State of Nebraska, and that part deeded to William Dowd for road purposes.

PREFACE TO TRUST DEED  
WRITTEN ACKNOWLEDGMENT OF WAIVER  
OF HOMESTEAD RIGHTS

The undersigned, prior to signing the attached Trust Deed, as Trustor, (whether one or more), in consideration of the extension of credit by the FARMERS AND MERCHANTS NATIONAL BANK OF ASHLAND, NEBRASKA, Beneficiary of the attached Trust Deed, hereby states:

1. The undersigned understands that the Trustor has a right to make a designation of homestead in the attached Trust Deed and that the execution of this statement constitutes a waiver of rights otherwise available for the purpose of affording the undersigned, as Trustor, the opportunity to retain his or her homestead in the event of default upon the attached Trust Deed. This waiver includes a waiver of any right to designate a homestead interest in any of the real estate described in the attached Trust Deed.

2. The undersigned, (whether one or more), acknowledge this waiver is their voluntary act and deed and constitutes a written waiver under the Farm Homestead Protection Act and waives and disclaims any right to defer selection of homestead rights.

3. The undersigned further understands and agrees that this waiver shall be filed as a preface to the Trust Deed with the Register of Deeds.

Dated this 5th day of July, 1989.

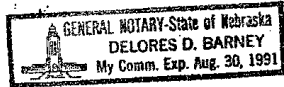
Dorothy K. Maher Trustor Barbara J. Maher Trustor

James A. Maher Trustor Jerry J. Maher Trustor

STATE OF NEBRASKA )  
 ) ss.  
County of Saunders )

On this 5th day of July, 1989, before me, the undersigned notary public, duly commissioned and qualified in and for said county, personally appeared undivided 2/3 interest to Jerry J. Maher and Barbara J. Maher, Husband and Wife as joint tenants and undivided 1/3rd interest to James A. Maher and Dorothy K. Maher, Husband and Wife as joint tenants, personally known to me to be the identical person(s) who signed the above and foregoing instrument and acknowledged the execution of the same to be his/her/their voluntary act and deed.

WITNESS my hand and seal the day and year last above written.



Delores D. Barney  
Notary Public

Filed for Record 7-12-89 at 2:44 P.M.  
in Book 197 of 1989 Page 70  
Register of Deeds, Cass Co., NE Delores D. Barney  
Doc # 131 \$ 3/00

COMPARED

TRUST DEED

THIS DEED OF TRUST executed this 5th day of July, 19 89, as joint tenants undivided 2/3 interest to Jerry Maher and Wife and undivided 1/3 interest to James A. Maher & Dorothy K. Maher; Husband and Wife as joint tenants. (herein "Borrower"),

DAVID N. LUTTON, the Trustee, and, THE FARMERS AND MERCHANTS NATIONAL BANK OF ASHLAND, NEBRASKA, the Beneficiary, a corporation organized and existing under the banking laws of the State of Nebraska, with offices at 1501 Silver Street, Ashland, Nebraska, herein "Lender", or "Beneficiary").

Borrower, in consideration of the indebtedness herein recited and the trust herein created irrevocably grants and conveys to Trustee, in trust, "WITH POWER OF SALE", the Borrower's right, title and interest in and to the following described real property to-wit:

See EXHIBIT "A"

Together with all the improvements now or hereafter erected on the property, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with the absolute interest in the real estate are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's promissory note of this date, (herein "Note"), in the principal sum of \$102,000.00, and interest thereon; (b) the payment of all other sums, with interest thereon, advanced in accordance herewith to secure this Deed of Trust; and (c) the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seized of the real estate hereby conveyed and possesses the right to grant and convey the Property, that the Property is unencumbered except:

and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

NOW THEREFORE, Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of an interest on any Future Advances secured by this Deed of Trust.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

3. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges against the Property and attributable to the Property which may attain a priority over this Deed of Trust. Borrower shall promptly furnish to Lender receipts evidencing such payment.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 14 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of its lease.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearance, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in

connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

9. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

10. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. Time, procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

11. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several.

13. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by United States Mail, (registered or certified), postage prepaid, addressed to Borrower at the address designated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by United States Mail, postage prepaid, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

14. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 15 hereof.

15. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 13 hereof. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law, including judicial foreclosure. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to expenses of sale, Trustees fees, reasonable attorney's fees, and costs of title evidence.

16. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, if the power of sale is to be exercised, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued, if, at any time within seventy days in the case of agricultural land or within one month in the case of all other real estate, of the filing for record of notice of default under this Trust Deed (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 15 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the

action as Lender may reasonable require to assure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

17. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

18. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, possess the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 15 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

19. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

20. Request for Notices. Borrower requests that copies of the notice of default and notice of sale be sent to Borrower at: Rt. 1 Box 74, Valparaiso, NE 68065

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Jerry J. Maher  
Trustor

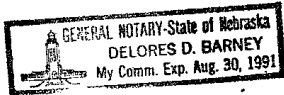
Barbara J. Maher  
Trustor

James A. Maher  
Trustor

Dorothy K. Maher  
Trustor

STATE OF NEBRASKA )  
                                  )ss.  
COUNTY OF Saunders )

The foregoing Deed of Trust was acknowledged before me by Jerry J. Maher & Barbara J. Maher Husband and Wife and James A. Maher & Dorothy K. Maher, Husband and Wife Borrower, on this 5th day of July, 19 89.



Delores D. Barney  
Notary Public

#131

EXHIBIT A

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Legal Description:

Tract A:

Part of Lot 17 in Section 31, Township 12 North, Range 9, East of the 6th P.M., Cass County, Nebraska, described as follows: The West 50 feet in a parreleogram of fractional Lot 17 and a Strip of land 13 feet wide and the entire length and adjacent to the South side of the following described land, to wit:

Commencing at the Southeast corner of the Southwest quarter of the Southeast quarter of Section 31, Township 12 North, Range 9, in said Cass County, thence running West 40 rods, thence North 20 rods, thence East 40 rods, then-e South 20 rods to the place of beginning, all in the Southwest quarter of the Southeast quarter of Section 31, Township 12 North, Range 9 in Said Cass County, Nebraska

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The Northeast quarter of the Northwest Quarter, Section 6, Township 11 North, Range 9, East of the 6th P.M., Cass County, Nebraska.

Tract C:

Lot 4 of the Southeast quarter of the Northeast quarter of Section 6 Township 11, North Range 9 East of the P.M., Cass County, Nebraska except that part deeded to the State of Nebraska for road purposes.

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Lot 15, in Section 31, Township 12 North, Range 9, East of the 6th P.M., Cass County, Nebraska, commencing at a point 40 rods West of the Southeast corner of the Southwest Quarter of the Southeast quarter of Section 31, Township 12, Range 9, Thence West 40 rods, thence North 20 rods, thence in a Southeast direction along Salt Creek 40 rods, more or less, thence South 11 rods, more or less to place of beginning; also 20 feet for road along the South line of above described tract.

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and

Tract E:

and

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